

REMARKS

Claims 1, 6, 7 12, 14, 19, 20, 25, 28, 29, 35, 37 and 40-44 have been amended. Claims 1 - 44 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 103(a) Rejection:

The Examiner rejected claims 1-44 under 35 U.S.C. § 103(a) as being unpatentable over Lustig, et al. (U.S. Publication 2002/0002531) (hereinafter “Lustig”) in view of Seymour et al. (U.S. Patent 6,871,190) (hereinafter “Seymour”). Applicant respectfully traverses this rejection for at least the reasons below.

Regarding claim 1, Lustig in view of Seymour fails to teach or suggest receiving information indicating one or more default purchasing standards for a purchaser using an Internet web site to purchase a product or service and rejecting one or more offers based on the default purchasing standards. Lustig teaches a system for facilitating a transaction that includes providing a better offer, when a better offer is available, to a user that desires to accept an original offer unless a better offer is available. Lustig teaches comparing the original offer to other available offers to determine whether a better offer is available and accepting the better offer, if available, on behalf of the user. However, Lustig makes no mention of information indicating default purchasing standards for the purchaser. Nor does Lustig teach or suggest anything regarding rejecting offers based on the default purchasing standards.

Seymour teaches an interactive system for conducting auctions over a communications network. In Seymour’s system a bidder site that includes a bidding strategy generator for generating specific bidding strategies for auctions based on user input. Seymour’s system also includes a seller site that includes a selling strategy generator for generating specific selling strategies for auctions based on user input. Additionally, bidder and seller agents are created to implement the specific bidding and

selling strategies. Seymour's bidder and seller agents then conduct automated auctions on behalf of the users. Like Lustig, Seymour fails to teach or suggest anything regarding information indicating default purchasing standards for the purchaser or about rejecting offers based on the default purchasing standards.

Lustig and Seymour, whether considered singly or in combination, fail to teach or suggest receiving information indicating one or more default purchasing standards for a purchaser using an Internet web site to purchase a product or service and rejecting one or more offers based on the default purchasing standards.

The rejection of claim 1 is not supported by the cited art and removal thereof is respectfully requested. Similar remarks also apply to claims 14 and 28.

Regarding claim 29, Lustig in view of Seymour fail to teach or suggest that if a better price is found before the predetermined amount of time expires, purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. The Examiner does not provide a proper rejection of claim 29. The Examiner merely states that claims "29 – 40 contain similar limitations found in claims 1-13 above, therefore [claims 29 – 40] are rejected by the same rational." However, none of claims 1-13, nor the rejection of those claims, mentions anything regarding purchasing an item or service for a purchaser at a better price and charging the purchaser a new price between the particular price and the better price. The Examiner has improperly failed to consider the specific limitations of claim 29. Thus, the Examiner has failed to provide a proper rejection of claim 29.

Furthermore, as noted above, Lustig in view of Seymour fails to teach or suggest purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. Lustig's system teaches only that the best offer found is accepted on behalf of the user. Nowhere does Lustig mention purchasing an item or service at a better price and

charging the purchaser a new price between the particular price and the better price. Similarly, Seymour is silent regarding this limitation of claim 29. Seymour's automated auction system allows buyers and sellers to configured specific auction strategies that are implemented by bidder and seller agents. Nothing in Seymour's teaches or suggests purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. Additionally, there is nothing about the Examiner's combination of Lustig and Seymour that teaches or suggest this limitation of claim 29.

Therefore, the rejection of claim 29 is not supported by the cited art and removal thereof is respectfully requested. Similar remarks also apply to claims 40, 41, 42, and 44.

In further regard to claim 41, Lustig in view of Seymour fails to teach or suggest intercepting a message over the internet to delay the purchase for a predetermined amount of time, wherein the message includes commitment to purchase information for the purchaser regarding the item or service. Lustig's system includes receiving information describing an offer presented to a user and receiving an indication that the user desires to accept the offer unless a better offer is available. However, Lustig teaches that "receiving the offer and receiving the indication are as a result of a singular action by the user" (Lustig, paragraph 13). For example, Lustig describes the user clicking a button, generating a sound, pressing a keyboard key, using a remote control, or selecting web page object. However, Lustig, even if combined with Seymour, does not teach or suggest intercepting a message including commitment to purchase information over the Internet to delay the purchase for a predetermined amount of time, as recited in claim 41.

Additionally, Seymour's automated auction system also fails to teach or suggest intercepting a message over the Internet that includes commitment to purchase information. Thus, Seymour fails to overcome Lustig's lack of teaching this limitation of claim 41.

For at least the reasons above, the rejection of claim 41 is not supported by the cited art and removal thereof is respectfully requested. Similar remarks also apply to claim 42.

Further regarding claim 44, Lustig in view of Seymour fails to teach or suggest a plurality of broker-agent programs performing multiple searches in parallel for the better price. Lustig's system involves a matching engine and a matching program 260 that "performs the matching process, in which the matching program 260 accesses the available offer information in the matching database 270, compares the available offer information with the original offer information to determine whether the better offer is available" (Lustig, paragraph 78). Lustig further teaches that the matching program "in coordination with a matching database 270 organizes, stores, and retrieves information that describes a plurality of available offers made by one or more product vendors to buy and/or sell products" (Lustig, paragraph 56). Nowhere does Lustig mention anything regarding performing multiple searches in parallel for the better price.

Seymour also fails to describe a plurality of broker-agent programs performing multiple searches in parallel for the better price. Moreover, there is nothing about the Examiner's suggested combination of Lustig and Seymour that teaches or suggests this limitation of claim 44. Thus, Lustig, whether considered alone or in combination with Seymour, fails to teach or suggest multiple broker-agent programs performing multiple searches in parallel for a better price. For at least the reasons above, the rejection of claim 44 is not supported by the cited art and removal thereof is respectfully requested.

Applicant also asserts that numerous ones of the dependent claims recite further distinctions over the cited art. However, since the rejection has been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.

CONCLUSION

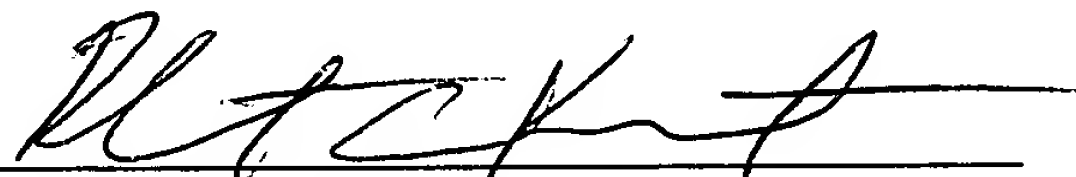
Applicants submit the application is in condition for allowance, and prompt notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above-referenced application from becoming abandoned, Applicant hereby petitions for such an extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5596-00301/RCK.

Also enclosed herewith are the following items:

- ☒ Return Receipt Postcard
- ☐ Petition for Extension of Time
- ☐ Notice of Change of Address
- ☐ Other:

Respectfully submitted,



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